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**DECISION**

21507 *Report*

**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

FILE: B-205771

DATE: April 15, 1982

MATTER OF: Air Technology International, Inc.

**DIGEST:**

1. Contracting officer can correct a clerical error upon verification from the bidder and without any proof of intention from the bidder.
2. If a bid is the low acceptable bid under either of two prices bid and the bidder agrees to perform at the lower price, a contract may properly be awarded at the lower price.
3. If a bidder is alerted to the possibility that its bid price may be erroneous, but the bid is verified, the bidder is not required to furnish proof of the intended bid.
4. Ambiguity between unit price and extended price is not an ambiguity as to responsiveness.

Air Technology International, Inc. (ATI), protests the correction by the contracting officer of the low bid of Raytheon Service Company (Raytheon) under invitation for bids (IFB) DAKF04-82-B-0001, issued by the Fort Irwin Army installation for the maintenance of tactical and commercial communications equipment, and the subsequent award of a contract to Raytheon.

We do not consider the protest to have merit.

The two items in the IFB and the Raytheon bid for those items were as follows:

"Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
"0001	Perform general support Communications Electronic equipment maintenance on tactical and commercial communications equipment assigned to National Training Center, Fort Irwin, CA, in accordance with Section C, Specifications.	12	MO	\$3,899	\$3,899
"0002	Phase-in - 14 Dec thru 31 Dec 1981, in accordance with Section H, paragraph H-19.	1	Job	\$6,540	\$78,484"

The contracting officer decided that Raytheon made a clerical mistake in its bid in that it placed the bid for item 0001 in the place intended for item 0002 and vice versa. The basis for the decision was that item 0001 called for a bid on a per-month basis and an extension for 12 months, which is essentially how Raytheon bid item 0002; whereas, item 0002 was for a single job so that the unit price and extended price would be identical, which is how Raytheon bid item 0001. The contracting officer followed Defense Acquisition Regulation (DAR) § 2-406.2, Apparent Clerical Mistakes (1976 ed.), and corrected the mistake after written verification from Raytheon that the bid was intended to be as the contracting officer surmised.

Further, because the multiplication of \$6,540 by 12 equals \$78,480 instead of \$78,464, the contracting officer proposed correcting the latter amount to \$78,480. Raytheon concurred. Also, because of the amount of the next low total bid and the Government estimate, the contracting officer requested Raytheon to verify that it intended a total bid of \$82,379. Raytheon verified the bid.

ATI protests that the contracting officer did not require any proof from Raytheon as to the alleged errors. However, DAR § 2-406.2 recognizes that the obvious reversal of prices is a clerical error which

the contracting officer can correct upon verification of the reversal from the bidder. DAR does not require the bidder to furnish any proof of its intention. The bidder need only provide "written or telegraphic verification of the bid actually intended."

That a clerical error occurred in reversing the bids for items 0001 and 0002 is manifested from factors beyond the bidder's verification. As the contracting officer indicated, item 0001 contemplated different prices in the unit price column and the amount column, because the unit was months and the quantity was 12, whereas item 0002 contemplated the same price in both columns because the unit was a job and the quantity was 1. Raytheon's extensions for the two items show that there was a reversal of items. Further, we would not ordinarily expect a bidder to bid more to perform 2 weeks of phase-in work than it would to perform the maintenance work required over the following 12 months of the contract. In this regard, the phase-in work consists largely of locating, storing and inventorying 325 stock items and checking the test equipment that would be used under the contract for performance. On the other hand, the maintenance work for the year is identified as an estimated 900 general support level jobs on tactical and communications equipment and an estimated 900 direct support level jobs on field radio communications electronics equipment. The amount of maintenance work appears to be considerably more than the amount of phase-in work. We note that none of the other nine bidders, including ATI, bid more for the phase-in work than they did for the maintenance work. Accordingly, we conclude that the Raytheon bid contains a patent clerical error on the face of the bid and that the contracting officer acted correctly in correcting it.

As to the correction of the amount of \$78,484 to \$78,480, we note that the \$4 reduction of the amount had no effect upon the standing of bidders. Moreover, while there may be a discrepancy or ambiguity between the \$6,540 unit price and the \$78,484 extended price and a question may arise as to whether the unit price should be raised or the extended price

should be lowered, under either correction, Raytheon is the low bidder. In that connection, we have held that, if a bid is the low acceptable bid under either of two prices bid and the bidder agrees to perform at the lower price, a contract may properly be awarded at the lower price, since the other bidders have not been prejudiced and the integrity of the competitive bidding system has not been compromised. See Marine Power & Equipment Co., Inc., B-200692, February 19, 1981, 81-1 CPD 113.

As ATI has indicated, the Government estimate for the work was more than the amount of Raytheon's bid. The contracting officer brought this to the attention of Raytheon when it was requested to verify its bid. Raytheon stood firm that its intended total bid was \$82,379. ATI estimates that the contracting officer should have required proof of that intention. However, for the reasons indicated above, no proof was required. Moreover, DAR § 2-406.3 provides that if a bidder is alerted to the possibility that its bid price may be erroneous, but the bid is verified, the contracting officer should consider the bid as verified. The bidder is not required to furnish proof of its intended bid where it verifies the bid.

Finally, in suggesting that the Raytheon bid should have been rejected, ATI relies upon the rule in M.A. Barr, Inc., B-198142, August 3, 1977, 77-2 CPD 77, that where a bid is subject to two reasonable interpretations, under one of which it would be responsive and under another nonresponsive, the bid must be rejected as ambiguous. However, the Raytheon bid is responsive under any interpretation. The ambiguity that occurred was not one of responsiveness. The ambiguity centered around an erroneous bid price and, as indicated above, the price properly was corrected to the lower price.

Accordingly, we deny the protest.

*Shilton J. Averlan*  
for Comptroller General  
of the United States